

EXHIBIT D

RENZI DECLARATION

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Debtors in Possession*

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Debtors in Possession*

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY**

In re:

BLOCKFI INC., *et al.*,

Debtors.¹

Chapter 11

Case No. 22-19361 (MBK)

(Jointly Administered)

**DECLARATION OF
MARK A. RENZI IN SUPPORT
OF DEBTORS' APPLICATION FOR
ENTRY OF AN ORDER (I) AUTHORIZING THE
RETENTION AND EMPLOYMENT OF BERKELEY RESEARCH
GROUP, LLC AS FINANCIAL ADVISORS TO THE DEBTORS,
EFFECTIVE AS OF THE PETITION DATE THROUGH THE CRO
APPOINTMENT DATE, AND (II) AUTHORIZING BERKELEY RESEARCH
GROUP, LLC TO PROVIDE A CHIEF RESTRUCTURING OFFICER AND
ADDITIONAL PERSONNEL, EFFECTIVE AS OF THE CRO APPOINTMENT DATE**

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: BlockFi Inc. (0015); BlockFi Trading LLC (2487); BlockFi Lending LLC (5017); BlockFi Wallet LLC (3231); BlockFi Ventures LLC (9937); BlockFi International Ltd. (N/A); BlockFi Investment Products LLC (2422); BlockFi Services, Inc. (5965); and BlockFi Lending II LLC (0154). The location of the Debtors' service address is 201 Montgomery Street, Suite 263, Jersey City, NJ 07302.

I, Mark A. Renzi, declare pursuant to 28 U.S.C. § 1746, under penalty of perjury, to the best of my knowledge, information and belief, that:

1. I am a Managing Director of Berkeley Research Group, LLC (“**BRG**”), a professional services firm with numerous offices throughout the country. I am duly authorized to execute and submit this declaration (the “**Declaration**”) on behalf of BRG in support of the *Debtors’ Application for Entry of an Order (I) Authorizing the Retention and Employment of Berkeley Research Group, LLC as Financial Advisors to the Debtors, Effective as of the Petition Date through the CRO Appointment Date, and (II) Authorizing Berkeley Research Group, LLC to Provide a Chief Restructuring Officer and Additional Personnel, Effective as of the CRO Appointment Date* (the “**Application**”).²

2. Except as otherwise indicated, all statements in this Declaration are based upon my personal knowledge or relate to matters within the personal knowledge of other professionals at BRG and are based on information provided by such professionals.

BRG’S QUALIFICATIONS

3. Based on the size and complexity of these chapter 11 cases, the Debtors required a qualified and experienced financial advisor with the resources, capabilities, and experience of BRG. Accordingly, the Debtors seek to engage BRG as financial advisor in connection with the financial advisory services that BRG provided to the Debtors from the Petition Date through the CRO Appointment Date. Following the Petition Date, in light of the circumstances of these chapter 11 cases—including a significant adjustment of the Debtors’ workforce and attendant increased responsibilities for the Debtors’ management team—the Debtors determined that the

² Capitalized terms used but not otherwise defined in this Declaration have the meaning given to them in the Application.

appointment of a CRO was prudent to ensure that these chapter 11 cases progress efficiently towards a value-maximizing resolution. Therefore, effective as of the CRO Appointment Date and on a go-forward basis, the Debtors seek an order authorizing BRG to provide the CRO to serve the Debtors and the Additional Personnel to support the CRO and assist the Debtors.

4. BRG, myself, and the Additional Personnel have significant qualifications and experience in providing the services contemplated herein. BRG's Corporate Finance practice consists of senior financial, management consulting, accounting, and other professionals who specialize in providing restructuring, transaction advisory, litigation support, solvency, and valuation assistance and providing a focus on viable solutions that maximize value for companies and creditors, typically in distressed business settings. BRG has acted as financial advisor, crisis manager, and corporate officer in middle-market to large multinational companies in crisis or those in need of performance improvement in specific financial and operational areas across a wide array of industries. BRG's services include forensic analysis, plan development and implementation, and advice on sale/merger transactions. Moreover, the professionals at BRG have assisted and advised debtors, creditors, creditors' committees, bondholders, investors, and others in numerous bankruptcy cases, including, *Voyager Digital Holdings, Inc.*; *Liberty Power Holdings, LLC*; *The Collected Group, LLC*; *CBL & Associates Properties, Inc.*; *Puerto Rico Electric Power Authority*; *Murray Metallurgical Coal Holdings, LLC*; *Diamond Offshore Drilling, Inc.*; *Sabine Oil & Gas Corporation*; *Rockdale Marcellus, LLC*; *Neiman Marcus Group LTD LLC*; *Aerogroup International (Aerosoles)*; *Sports Authority Holdings, Inc.*; *Brazos Electric Power Cooperative, Inc.*; *The Hertz Corporation, LLC*; *Verity Health System of California, Inc.*; *Le Tote, Inc.*; *Stage Stores, Inc.*; *American Apparel LLC*; *Specialty Retail Shops Holding Corp. (a.k.a. Shopko)*; *Southern Foods Group*; *Speedcast International Limited*; *Destination Maternity Corporation*;

*American Apparel; rue21; M & G USA Corporation; Chrysler (a.k.a. Old Carco LLC); Peabody Energy Corporation; Molycorp Inc.; Refco, Inc.; Spiegel Inc.; W.R. Grace; Penson Worldwide; and Dynegy Holdings, LLC.*³ BRG professionals have significant restructuring and industry experience assisting distressed companies with financial and operational challenges, and BRG regularly assists large and complex businesses similar to the Debtors.

5. I will act as the CRO of the Debtors. I am the Head of the Corporate Finance Financial Institutions Group for BRG. I have over twenty years of experience in the practice of turnarounds and restructurings. I have considerable experience in providing restructuring advisory and restructuring management services in reorganization proceedings, and working with senior management teams in the areas of financial and operational restructuring, loan workouts, and business planning. I have advised and served in management positions involving numerous turnaround engagements. Most recently, I was the Chief Restructuring Officer of Lucky Brand Dungarees, LLC.

6. The individuals who are expected to work alongside myself on this matter (the “**Additional Personnel**” and collectively, together with myself, the “**BRG Professionals**”) have significant restructuring and industry experience assisting distressed companies with financial and operational challenges and working with management teams and boards of directors of large companies facing financial challenges similar to those of the Debtors. The BRG Professionals will work closely with the Debtors’ management and other professional advisors throughout the chapter 11 process. By virtue of the expertise of its restructuring personnel, BRG, myself, and the Additional Personnel are well qualified to provide services to and represent the Debtors’ interests in these chapter 11 cases. In addition, as a result of performing prepetition

³ The professionals were employed in certain of these engagements prior to joining BRG.

advisory work for the Debtors, working closely with the Debtors' management and other professionals, BRG, myself, and the Additional Personnel have acquired significant knowledge of the Debtors' businesses and are familiar with the Debtors' financial affairs, capital structure, operations, and related matters.

SCOPE OF SERVICES

7. On November 12, 2022, BRG was engaged as financial advisor to the Debtors pursuant to that certain engagement letter dated November 12, 2022, inclusive of the amendment thereto dated November 25, 2022, a copy of which is attached to the Application as Exhibit B (the "**Initial Engagement Letter**"). Pursuant to the terms of the Initial Engagement Letter, BRG initially agreed to perform the following services ((a)–(h), collectively, the "**Financial Advisory Services**"):

- (a) support the development of restructuring plans, financing, and strategic alternatives for the Debtors;
- (b) prepare various financial analyses to support restructuring alternatives including liquidity forecast, expense levels, and others as necessary;
- (c) provide advice to management on cash conservation measures and liquidity forecasting after analyzing and stress testing weekly cash flows under various scenarios;
- (d) advise the Debtors relative to negotiating with existing lenders and stakeholders;
- (e) participate in board calls as requested;
- (f) assist the Debtors with the communications and negotiations with various third parties to support restructuring alternatives;
- (g) provide such other services as requested or directed by the CFO and CEO, the board of directors of the Debtors (the "**Board**") or other Debtors' personnel as authorized by the foregoing and agreed to by BRG; and
- (h) if a chapter 11 filing were to become necessary, assist the Debtors with activities relating to such bankruptcy including, as appropriate, testimony if requested.

8. As described above, prior to the Petition Date, the Debtors engaged of BRG as financial advisor to facilitate the Debtors' restructuring efforts during these chapter 11 cases. From the Petition Date until the CRO Appointment Date, BRG provided the Financial Advisory Services to the Debtors.

9. In the weeks following the Petition Date, however, the Debtors determined that it would be prudent to engage a C-suite level executive with restructuring experience to support the Debtors' management team in light of substantially increased demands on their time and attention in connection with critical workstreams, including, without limitation, (a) chapter 11 reporting requirements, (b) negotiations with multiple groups of stakeholders, (c) initiating and structuring the business for a sale process, (d) navigating the complexities of the chapter 11 process in light of the interplay with the FTX bankruptcy, and (e) general uncertainty in the cryptocurrency markets. These burdens have only been exacerbated by a significant reduction of the Debtors' workforce in recent weeks. Specifically, following the Petition Date, in an effort to stabilize the Debtors' businesses and preserve liquidity, the Debtors reduced their employee headcount by approximately two-thirds. Accordingly, the Debtors swiftly recognized the need for additional expertise beyond BRG's role as financial advisor.

10. On December 27, 2022, the Debtors entered into an engagement letter with BRG to provide the Debtors with a CRO and authorize the Additional Personnel to support the CRO and assist the Debtors. Pursuant to the CRO Engagement Letter and effective as of the CRO Appointment Date, I was designated as CRO. As CRO, I report directly to the Debtors' Board and the Debtors' disinterested directors.

11. Pursuant to the CRO Engagement Letter and subject to further order of this Court, the summary of the services the BRG Professionals expect to perform during the course of

their retention, as of the CRO Appointment Date, to support and assist the Debtors throughout the chapter 11 process (collectively, the “**CRO Services**”) is set forth below.⁴

- (a) in consultation with management of the Debtors and subject to the approval of the Board, develop and implement a chosen course of action to preserve asset value and maximize recoveries to stakeholders;
- (b) oversee the activities of the Debtors in consultation with other advisors and the management team to effectuate the selected course of action;
- (c) assist the Debtors and their management in developing cash flow projections and related methodologies and assist with planning for alternatives as requested by Debtors;
- (d) assist the Debtors in preparing for and operating in a chapter 11 bankruptcy proceeding, including negotiations with stakeholders, and the formulation of a reorganization strategy and plan of reorganization directed to preserve and maximize value;
- (e) assist as requested by management in connection with the Debtors’ development of their business plan, and such other related forecasts as may be required by creditor constituencies in connection with negotiations;
- (f) provide information deemed by the CRO to be reasonable and relevant to stakeholders and consult with key constituents as necessary;
- (g) to the extent reasonably requested by the Debtors, offer testimony before the Court with respect to the services provided by the CRO and the Additional Personnel, and participate in depositions, including by providing deposition testimony, related thereto; and
- (h) provide such other services as mutually agreed upon by the CRO, BRG and the Debtors.

12. Both prior to the formal execution of the Engagement Letters and subsequent thereto, BRG developed an in-depth understanding of the Debtors’ financial history, business operations, and the industry in which the Debtors operate. BRG has worked closely with the

⁴ The summaries of the terms of the Engagement Letters in this Declaration are provided for purposes of convenience only. Certain of the work streams outlined in the Initial Engagement Letter were completed prior to the Petition Date and/or superseded by the filing of these chapter 11 cases and the CRO Engagement Letter, as applicable. In the event of any inconsistency between the summaries contained in this Declaration and the terms and provisions of the Engagement Letters, the terms of the Engagement Letters control unless otherwise set forth in this Declaration or the Order approving same.

Debtors' management and other professionals since it was engaged, and has become well acquainted with the Debtors' operations, debt structure, creditors, business, and related matters. Accordingly, BRG has developed significant relevant experience regarding the Debtors that will assist BRG in providing effective and efficient services in these chapter 11 cases. Further, BRG is currently one of the only financial advisors to have worked with multiple cryptocurrency-based debtors in chapter 11.

**TERMS OF BRG'S RETENTION AS FINANCIAL ADVISOR TO THE DEBTORS
FROM THE PETITION DATE THROUGH THE CRO APPOINTMENT DATE**

13. BRG advised the Debtors that it intends to charge its standard hourly rates for professional services rendered from the Petition Date through the CRO Appointment Date, plus reimbursement of actual and necessary expenses incurred by BRG. The professional fees shall be calculated by multiplying the hours worked by the standard hourly billing rates in effect for the specific personnel involved. The hourly rates charged by BRG for the services provided by its personnel differ based upon, among other things, each professional's level of experience, geographic differentials, and types of services being provided. In the ordinary course of business, BRG periodically revises its hourly rates to reflect promotions and other changes in personnel responsibilities, increases in experience, and increases in the cost of doing business. To the extent BRG requires services of its international divisions or personnel from specialized practices, the standard hourly rates for that international division or specialized practice will apply.

14. BRG has advised the Debtors that its fees will be commensurate with the fees charged to its other clients and in other cases of this size (provided such clients are billed hourly). BRG has also advised the Debtors that it intends to file an application with the Court for allowance of its compensation and reimbursement of expenses in accordance with applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and the terms of any order

establishing procedures for interim compensation that may be entered in this case. BRG's compensation for services rendered on behalf of the Debtors shall be fixed by the Court after due application.

15. For professional services, fees are based on BRG's standard hourly rates. The proposed rates of compensation, subject to final Court approval, are the customary hourly rates in effect when services are performed by the professionals and paraprofessionals who provide services to the Debtors. The standard hourly rates effective December 1, 2022, for BRG Professionals that will work on this engagement are as follows:⁵

Position	Hourly Rate
Managing Directors	\$1,050 - \$1,250
Directors & Associate Directors	\$810 - \$990
Professional Staff	\$395 - \$795
Support Staff	\$175 - \$350

These standard hourly rates are subject to periodic adjustment, which shall be noted on the invoices for the first time period in which the revised rates become effective.

16. Consistent with BRG's policy with respect to its other clients, BRG will charge for all other services provided and for other charges and disbursements incurred in rendering services to the Debtors. These customary items include, among other things, travel and lodging expenses, business meals, costs of reproduction, research, communications, our legal counsel, any applicable sales or excise taxes and other direct expenses. Internal costs or overhead costs and document production services (including regular secretarial and word processing time) will not be charged for separately.

⁵ BRG further notes that hourly rates for certain staff receiving promotions will change effective January 1, 2023, however, all of the rates will remain within the rate ranges delineated above.

17. BRG will request compensation for services rendered to the Debtors from the Petition Date through the CRO Appointment Date in accordance with sections 330 and 331 of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, the U.S. Trustee Guidelines, and any applicable orders of this Court.

18. BRG will also request compensation for any time and expenses (including, without limitation, reasonable legal fees and expenses, except in the case of legal fees pertaining to any fee defense) that may be incurred in considering or responding to discovery requests or other requests for documents or information, or in participating as a witness or otherwise in any legal, regulatory, or other proceedings, including, without limitation, those other than the instant matter, as a result of BRG's performance of these services.

19. BRG provided prepetition services to the Debtors. In the ninety (90) days prior to the Petition Date, the Debtors paid BRG \$1,750,000 for professional services performed and expenses incurred, inclusive of unapplied advance payments, in the amount of \$589,353.96 (the "**Cash on Account**"), which BRG holds in retainer, pursuant to the terms of the Engagement Letters. As of the Petition Date, no amounts remained outstanding with respect to the invoice(s) issued by BRG. Therefore, BRG does not believe it is a "creditor" with respect to fees and expenses of the Debtors within the meaning of section 101(10) of the Bankruptcy Code.

20. Due to the ordinary course and unavoidable reconciliation of fees and submission of expenses immediately prior, and subsequent to the Petition Date, BRG may have incurred, but not invoiced, fees and reimbursable expenses that relate to the prepetition period. BRG intends to apply such amounts against the Cash on Account. As agreed to with the Debtors, the remainder of the Cash on Account will not be segregated by BRG in a separate account and will be held as a general retainer as security for postpetition services and expenses.

21. No promises have been received by BRG, nor any employee thereof, as to payment or compensation in connection with these cases other than in accordance with the provisions of the Bankruptcy Code. Except for internal agreements among the employees of BRG regarding the sharing of revenue or compensation, neither BRG nor any of its employees has entered into an agreement or understanding to share compensation with any other entity as described in Bankruptcy Code section 504 and Bankruptcy Rule 2016.

22. The terms of the BRG's retention and compensation as financial advisor to the Debtors from the Petition Date to the CRO Appointment Date are consistent with and typical of compensation arrangements entered into by BRG and other comparable firms that render similar services. The Debtors submit that the fee arrangements set forth herein for BRG's retention as financial advisor to the Debtors from the Petition Date through the CRO Appointment Date are fair and reasonable under the standards set forth in section 328(a) of the Bankruptcy Code.

**TERMS OF RETENTION FOR THE CRO AND ADDITIONAL PERSONNEL
AS OF THE CRO APPOINTMENT DATE**

23. Pursuant to the terms of the CRO Engagement Letter, the CRO will receive \$180,000 per month for provision of the services in the CRO Engagement Letter. Additionally, the fees charged by BRG for Additional Personnel shall be calculated by multiplying the hours worked by the standard hourly billing rates in effect for the specific personnel involved. The hourly rates charged by BRG for the services provided by the Additional Personnel differ based upon, among other things, each professional's level of experience, geographic differentials, and types of services being provided. In the ordinary course of business, BRG periodically revises its hourly rates to reflect promotions and other changes in personnel responsibilities, increases in experience, and increases in the cost of doing business. To the extent BRG requires services of its

international divisions or personnel from specialized practices, the standard hourly rates for that international division or specialized practice will apply.

24. The proposed rates of compensation, subject to final Court approval, are the customary hourly rates in effect when services are performed by the professionals and paraprofessionals who provide services to the Debtors. The standard hourly rates effective December 1, 2022, for Additional Personnel that will work on this engagement are as follows:⁶

Position	Hourly Rate
Managing Directors	\$1,050 - \$1,250
Directors & Associate Directors	\$810 - \$990
Professional Staff	\$395 - \$795
Support Staff	\$175 - \$350

25. These standard hourly rates are subject to periodic adjustment, which shall be noted on the invoices for the first time period in which the revised rates become effective.

26. Consistent with BRG's policy with respect to its other clients, BRG will charge for all other services provided and for other charges and disbursements incurred in rendering services to the Debtors. These customary items include, among other things, travel and lodging expenses, business meals, costs of reproduction, research, communications, our legal counsel, any applicable sales or excise taxes, and other direct expenses. Internal costs or overhead costs and document production services (including regular secretarial and word processing time) will not be charged for separately.

27. Further, as provided in the Engagement Letters, the Debtors have agreed to pay BRG a completion fee (the "**Completion Fee**") in the amount of (i) \$750,000 if a *going concern or asset sale* based chapter 11 plan is confirmed (as opposed to a self-liquidating chapter 11 plan)

⁶ BRG further notes that hourly rates for certain staff receiving promotions will change effective January 1, 2023, however, all of the rates will remain within the rate ranges delineated above.

(for the avoidance of doubt, 363 sales which in aggregate do not represent a majority of the assets of the Debtors shall not constitute an asset sale chapter 11 plan), and (ii) an additional \$750,000 if a chapter 11 plan is confirmed on or before July 15, 2023.⁷ Any earned Completion Fee will be credited against any professional fees incurred by BRG following July 15, 2023

28. BRG will also request compensation for any time and expenses (including, without limitation, reasonable legal fees and expenses, except in the case of legal fees pertaining to any fee defense) that may be incurred in considering or responding to discovery requests or other requests for documents or information, or in participating as a witness or otherwise in any legal, regulatory, or other proceedings, including, without limitation, those other than the instant matter, as a result of BRG's performance of these services.

29. BRG will submit a weekly summary of fees and expenses to the Debtors and will submit biweekly invoices to the Debtors. The Debtors request authority to pay, in the ordinary course of business, all reasonable amounts invoiced by BRG for fees and expenses incurred on or after the CRO Appointment Date.

30. Because BRG is not being employed as a professional under section 327 of the Bankruptcy Code as of the CRO Appointment Date, the Debtors have requested that BRG not be required to submit fee applications pursuant to sections 330 and 331 of the Bankruptcy Code. However, to maintain transparency and to comply with the U.S. Trustee's protocol applicable to the retention of personnel under section 363 of the Bankruptcy Code, BRG shall file reports of staffing, compensation earned, and expenses incurred on a monthly basis by the last day of each month for the previous month (each a "**Staffing Report**") with the Court. Each Staffing Report

⁷ Milestone date subject to change with the consent of the Debtors if delay is driven by factors outside of BRG's control.

shall include the names and functions filled by all BRG Professionals assigned to the engagement as well as compensation earned and expenses incurred for the relevant period. Each Staffing Report shall contain summary charts which describe the services provided, including the number of hours worked by category, identify the compensation earned by each Additional Personnel, and itemize the expenses incurred. Time records shall (i) be appended to the Staffing Report, (ii) contain detailed time entries describing the task(s) performed, and (iii) be organized by project category. Where personnel are providing services at an hourly rate, the time entries shall identify the time spent completing each task in half-hour increments; where personnel are providing services at a “flat” rate, the time entries shall be kept in hourly increments. All compensation shall be subject to review by the Court in the event an objection is filed. BRG’s first Staffing Report shall be filed by February 28, 2023, for the period December 27-31, 2022 and the month of January 2023.

31. The terms of retention for the CRO and the Additional Personnel are consistent with and typical of compensation arrangements entered into by BRG and other comparable firms that render similar services under similar circumstances.

USE OF CONTRACTORS

32. Notwithstanding anything in this Declaration to the contrary, to the extent that BRG uses the services of independent contractors or subcontractors (the “**Contractors**”) in these cases, BRG shall (i) pass the cost of Contractors through to the Debtors at the same rate that BRG pays the Contractors; (ii) seek reimbursement for actual costs only; (iii) ensure that the Contractors are subject to the same conflict checks and compensation procedures as required for BRG; and (iv) file with the Court such disclosures required by Bankruptcy Rule 2014.

INDEMNIFICATIONS

33. As a material part of the consideration for which BRG has agreed to provide the services described herein, the Debtors have agreed to the indemnification provisions set forth in the Engagement Letters (the “**Indemnity**”). With respect to the Initial Engagement Letter the Indemnity provides that the Debtors shall indemnify and hold harmless BRG, its members, principals, employees, representatives, agents, counsel, and affiliates against any and all losses, claims, damages, liabilities, penalties, judgments, awards, costs, fees, expenses, and disbursements including, without limitation, defending any action, suit, proceeding or investigation (whether or not in connection with proceedings or litigation in which BRG is a party), directly or indirectly, caused by, relating to, based upon, arising out of or in connection with the engagement of BRG or any Services rendered pursuant to this engagement, unless there is a final non-appealable order of a court of competent jurisdiction finding BRG directly liable for gross negligence or willful misconduct.

34. With respect to the CRO Engagement Letter, the Indemnity provides that the Debtors shall indemnify, hold harmless and defend the CRO, Additional Personnel, and BRG and its affiliates partners, directors, officers, employees and agents from and against all claims, liabilities, losses, expenses and damages arising out of or in connection with the engagement of the CRO and BRG that is the subject of the CRO Engagement Letter, except such liabilities that result from the gross negligence or willful misconduct of the BRG parties.

35. The Debtors and BRG believe that the Indemnity is customary and reasonable for engagements of this type and should be approved.

36. The terms and conditions of the Indemnity were negotiated by the Debtors and BRG at arm’s length and in good faith. The provisions contained in the Engagement Letters, viewed in

conjunction with the other terms of the proposed retention, are reasonable and in the best interests of the Debtors, their estates, and creditors in light of the fact that the Debtors require BRG's services to successfully navigate these chapter 11 cases.

BRG'S DISINTERESTEDNESS

37. In connection with the preparation of this Declaration, BRG⁸ undertook to determine whether it had any conflicts or other relationships that might cause it not to be disinterested or to hold or represent an interest adverse to the Debtors. Specifically, BRG obtained from the Debtors and/or their representatives the names of individuals and entities that may be parties in interest in these chapter 11 cases ("**Potential Parties in Interest**"). Accordingly, we are relying on the accuracy and completeness of this information in connection with our conflict review and disclosure. A listing of the Potential Parties in Interest is reflected on **Schedule 1** of this Declaration. BRG's internal conflict check procedures consist of the querying of the Potential Parties in Interest within an internal computer database containing names of individuals and entities that are present or former clients of BRG. The database that BRG queries to determine its lack of conflicts and disinterestedness incorporates the names of individuals and entities that are present and former clients both of BRG and all of its affiliate, subsidiary, and parent entities. Additionally, new matters are circulated to all Directors and Managing Directors of BRG with a request to review and advise of any potential conflict of interest concerns. All responses are reviewed and addressed by an attorney on BRG's conflicts team.

38. To the best of my knowledge, information and belief, neither I nor any other Managing Director or Director of BRG has any connection with or holds any interest adverse to

⁸ All disclosures herein pertaining to relationships with the Potential Parties in Interest or other elements of BRG's disinterestedness encompass both Berkeley Research Group, LLC and its affiliate, subsidiary, and parent entities.

the Debtors, their estates, creditors, shareholders, or any other party in interest herein or their respective attorneys in the matters for which BRG is proposed to be employed, except that BRG has provided other consulting services, and may in the future provide such services, to certain of the Debtors' creditors or other parties-in-interest in matters unrelated to the Debtors' cases. As set forth herein and in **Schedule 2**, which is attached hereto, BRG has certain relationships with certain parties-in-interest in these cases, but such relationships are unrelated to either the Debtors or these cases. To the best of my knowledge, no services have been provided to these Potential Parties in Interest in matters materially relating to these chapter 11 cases or which involve their rights in the Debtors' cases, nor does BRG's involvement in these cases compromise its ability to continue such consulting services.

39. Further, as part of its diverse practice, BRG appears in numerous cases, proceedings, and transactions that involve many different professionals, including attorneys, accountants, investment bankers, and financial consultants, who may represent claimants and parties-in-interest in the chapter 11 cases. Further BRG has in the past, currently, and may in the future, be represented by several attorneys and law firms, some of whom may be involved in these chapter 11 cases. In addition, BRG has been in the past, currently, and likely will be in the future, engaged in matters unrelated to the Debtors or these chapter 11 cases in which it works with or against other professionals involved in these cases. Moreover, BRG might have referred work to other professionals who are retained in these chapter 11 cases. Likewise, certain such professionals who are retained in these chapter 11 cases might have referred work to BRG. To the best of my knowledge, information, and belief, insofar as I have been able to ascertain after reasonable inquiry, none of these business relations constitute interests adverse to the Debtors.

40. BRG does not believe it is a “creditor” with respect to fees and expenses of any of the Debtors within the meaning of section 101(10) of the Bankruptcy Code. Further, neither I nor any other member of the BRG engagement team serving the Debtors, to the best of my knowledge, is a holder of any of the Debtors’ outstanding debt instruments or shares of the Debtors’ stock. It is possible that certain BRG employees, managing directors, board members, equity holders, or affiliates of any of the foregoing, may own interests in mutual funds or other investment vehicles (including various types of private funds) that own the Debtors’ or other parties in interest’s debt or equity securities or other financial instruments including bank loans and other obligations. Typically, the holders of such interests have no control over investment decisions related to such investment funds or financial instruments. BRG’s policy prohibits its employees from personally trading in the Debtors’ securities.

41. BRG has reviewed the relationship that the BRG Professionals may have against a comprehensive list of employees within the U.S. Trustee’s office in this District. Based on this review, no BRG Professional is related to the United States Trustee for the District of New Jersey or any attorney employed thereby, or to any United States Bankruptcy Judge of the United States Bankruptcy Court for the District of New Jersey.

42. As such, to the best of my knowledge, BRG is a “disinterested person” as that term is defined in section 101(14) of the Bankruptcy Code, as modified by section 1107(b) of the Bankruptcy Code, in that BRG:

- (a) is not a creditor, equity security holder, or insider of the Debtors;
- (b) is not and was not an investment banker for any outstanding security of the Debtors;
- (c) has not been, within three years before the date of the filing of the Debtors’ chapter 11 petitions, (i) an investment banker for a security of the Debtors or (ii) an attorney for such an investment banker in connection with the offer, sale, or issuance of a security of the Debtors; and

- (d) was not, within two years before the date of filing of the Debtors' chapter 11 petitions, a director, officer, or employee of the Debtors or of any investment banker as specified in subparagraph (b) or (c) of this paragraph.

43. In addition, to the best of my knowledge and based upon the results of the relationship search described above and disclosed herein, BRG, and its Managing Directors and Directors, neither hold nor represent an interest adverse to the Debtors within the meaning of section 327(a) of the Bankruptcy Code.

44. To the extent that BRG discovers any additional facts or information bearing on matters described in this Declaration that require disclosure, during the period of the Debtors' retention of BRG, I shall file a supplemental disclosure with the Court as required by Bankruptcy Rule 2014.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge, information, and belief.

Dated: December 30, 2022

/s/ Mark A. Renzi

Name: Mark A. Renzi

Title: Managing Director

Berkeley Research Group, LLC

SCHEDULE 1

LIST OF POTENTIAL PARTIES IN INTEREST

SCHEDULE 1

List of Schedules

<u>Schedule</u>	<u>Category</u>
1(a)	Debtors & Affiliates
1(b)	Current and Former Directors & Officers
1(c)	Equity Holders
1(d)	Bankruptcy Professionals
1(e)	Banks
1(f)	Custodians
1(g)	Exchanges / Marketplaces
1(h)	Government, Taxing Authorities, and Regulatory Agencies
1(i)	Indenture Trustee
1(j)	Insurance
1(k)	Joint Provisional Liquidators
1(l)	JV Partners
1(m)	Litigation Counterparties
1(n)	Loan Counterparties
1(o)	Non-Debtor Professionals
1(p)	Notice of Appearance Parties
1(q)	Ordinary Course Professionals
1(r)	Potential M&A Transaction Counterparties
1(s)	Significant Clients ¹
1(t)	Significant Vendors
1(u)	Top 50 Unsecured Creditors
1(v)	US Trustee Personnel, Judges, and Court Contacts for the District of New Jersey
1(w)	Utilities

¹ The Debtors have more than approximately 700,000 retail and institutional clients. Due to the large number of the Debtors' Clients, BRG limited its search of its electronic database to only those Debtors' Clients who hold digital assets in an amount of at least \$250,000 on an aggregate basis in their rehypothecated accounts as of the Petition Date.

SCHEDULE 1(a)

Debtors & Affiliates

BlockFi Asia Pte. Ltd. (Singapore)
BlockFi Cayman LLC
BlockFi Holding UK Ltd. (England & Wales)
BlockFi Inc.
BlockFi International Ltd
BlockFi Investment Products
BlockFi Lending II LLC
BlockFi Lending LLC
BlockFi Management LLC
BlockFi Services Inc.
BlockFi Trading LLC
BlockFi Ventures LLC
BlockFi Wallet
BlockFi Wallet LLC
BV Power Alpha LLC

SCHEDULE 1(b)

Current and Former Directors & Officers

Carr, Alan J.
Corrie, Pamela B.
Frizzley, Jill
Hill, Jennifer
Lauro, Tony
Marquez, Florencia
Prince, Zachary
Tepner, Harvey L.
Vogel, Scott D.
[Confidential]

SCHEDULE 1(c)

Equity Holders

2021 Fintech Industry Fund LLC	Castle Island
3 Arrows Capital	Castle Island Ventures I LP
A210Z Capital LLC	Castle Island Ventures I-A LP
aCrew Diversify Capital Executive Fund (A) LP	CIV Opportunity Series Co-Invest I LP
aCrew Diversify Capital Executive Fund LP	CIV Opportunity Series Co-Invest I LP - (Series 2)
aCrew Diversify Capital Fund (A) LP	CMS
aCrew Diversify Capital Fund (G) LP	CMS Holdings LLC
aCrew Diversify Capital Fund LP	CMT Digital
Akuna Capital	CMT Digital Investments I LLC – Series 3
Akuna Ventures LLC	CMT Digital Ventures Fund I LLC
Altive Master Fund SPC - Altive Pisces Fund SP	Coinbase Global Inc.
Arrington XRP Capital	Coinbase Ventures
Arrington XRP Capital Cayman SPV Ltd.	ConsenSys
Atreides Foundation Master Fund LP	ConsenSys Fund I LP
AVG - PAV BlockFi 2020 Trust	Delly VC LLC
AVGF-PAV1-BlockFi 2018 LLC	Disruptive Innovation Fund LP
Avon Venture Fund I LP	Dolly VC LLC
Avon Ventures	EquityZen Growth Technology Fund LLC - Series 1054
Bain Capital Venture Coinvestment Fund II LP	EquityZen Growth Technology Fund LLC - Series 1070
Bain Capital Venture Fund 2021 LP	EquityZen Growth Technology Fund LLC - Series 1189
Bain Capital Ventures	EquityZen Growth Technology Fund LLC - Series 1274
Base10 Advancement Initiative I LP	Formic Ventures LLC
BC/BL Holdco LLC	Fort Schuyler Ventures LLC
BCIP Venture Associates II LP	FTX
BCIP Venture Associates II-B LP	Gaingels
BCIP Ventures Associates II LP	Gaingels BlockFi 2021 LLC
BCIP Ventures Associates II-B LP	Gaingels BlockFi LLC
BCV 2019-MD Coinvestment II LP	Gaingels Gill BlockFi LLC
BCV 21 Innovators Fund LP	Galaxy Digital
BF, a series of Factorial Funds I LLC	Gemini Investments LP
BL Fund I	Goanna Capital 21Q LLC
BL Fund I, a series of AHP Investments LP	Harvard Management Private Equity Corp.
BL Fund II, a Series of AHP Investments LP	HashKey
BLF 107, a series of SAX Capital Series Fund V LP	HashKey Fintech Investment Fund LP
Blythe Ventures Pty. Ltd.	HDR Cadenza Management Ltd.
Bracket Capital	HRT
Cadenza Ventures Opportunities Fund LP (Series B)	HRT Research LLC

HS Investments IV Ltd.
Hyperion Capital LLC
Hyperion Capital Ltd.
IL2BF, a series of Investlink Holdings
JCDP-6 AI LLC
JCDP-6 QP LLC
Jump Capital
Kenetic
Kenetic Advisors Ltd.
Kenetic Holdings Ltd.
Kristal Advisors (SG) Pte. Ltd.
LBP Fi III LP
LeadBlock Partners (GP) Sarl
LIEC Invest AG
Linqto Liquidshares LLC
Morgan Creek Blockchain Opportunities
Fund II LP
Morgan Creek Blockchain Opportunities
Fund LP
Morgan Creek Capital Management
Morgan Creek Consumer Opportunities
Fund LP
Morgan Creek Digital Fund III LP
Morgan Creek Private Opportunites Fund
LLC Series H - BlockFi
Morgan Creek Private Opportunities LLC
Series K - BlockFI
MyAsiaVC BLF 157, a series of SAX
Capital Series Fund III LP
NO Investments LLC
Ocean Capital GmbH
Ocean Fidelity GmbH
Olola Investments Pty Ltd.
OÜ Notorious
Paradigm
Paradigm Fund LP
ParaFi Capital
ParaFi Private Opportunities LLC – Series F
Park West Investors Master Fund Ltd.
Park West Partners International Ltd.
PJC
PJC Blockfi SPV LLC
Point Judith Venture Fund IV LP
Polka Dot Ventures Pty Ltd.
Pomp Bracket Digital Assets I LLC
Pomp Bracket Digital Assets II LLC

Pomp Bracket Digital Assets III LLC
Purple Arch Ventures
RCapital BlockFi I, a Series of Republic
Capital Master Fund LP
Recruit Strategic Partners Inc.
RSP Fund VI LLC
Sand Dune Investments LLC
SCB 10X Co. Ltd.
SGP Governance
SLV BlockFi Holding LLC
Social Finance Inc.
SoFi
Susquehanna Government Products LLLP
Sustainable Governance Partners LLC
Tayenthal Ventures UG
TB Asset Management GmbH
The Midnight, a Third Prime Series LLC
(Series: BlockFi)
Third Prime
Tiger Global
Tiger Global Management LLC
Tiger Global PIP 14-7 LLC
Tiny Orange LLC
TONA Investments LP
Trustees of Columbia University
Trustees of Columbia University in the City
of New York, The
TVC
TVC X, a series of The Venture Collective
Holdings LLC
TVC XVII, a series of The Venture
Collective Holdings LLC
Valar Co-Invest 10 LP
Valar Co-Invest 11 LP
Valar Co-Invest 12 LP
Valar Fund V LP
Valar Fund VII LP
Valar Principals Fund V LP
Valar Velocity Fund 2 LP
Valar Ventures LP
Vanderbilt University, The
Winklevoss Capital
Winklevoss Capital Fund LLC
Winklevoss Capital Management LLC
[Confidential]

SCHEDULE 1(d)

Bankruptcy Professionals

Berkeley Research Group
Cole Schotz PC
Haynes and Boone LLP
Kirkland & Ellis International LLP
Kirkland & Ellis LLP
Kroll Inc.
Kroll Legal
Kroll Restructuring Administration LLC

SCHEDULE 1(e)

Banks

BCB Bancorp Inc.
Capital Union Bank Ltd.
Centre Consortium
FOMO Pay
Signature Bank
Silicon Valley Bank
Silvergate Bank

SCHEDULE 1(f)

Custodians

Anchorage Digital Bank NA
BitGo
Blockdaemon
Coinbase
Deribit
Elwood Technologies Services Ltd.
Fidelity Digital Assets Services LLC
Fireblocks
Fireblocks Inc.
Fireblocks International
Fireblocks Lending
Fireblocks Wallet
Gemini
Gemini Lending LLC
Gemini Trust Co. LLC
Kraken
Paxos

SCHEDULE 1(g)

Exchanges / Marketplaces

Binance
BitFinex
BitMex
ByBit
Celsius Network Ltd.
Coinbase
CoinLoan
Compound Treasury
Crypto.com
Fernhill Corp.
Fidelity Prime
FTX
FTX International
FTX Trading Ltd.
Huobi
Kraken
KuCoin
LMAX
LooksRare
Nexo
Nifty Gateway
OKX
OpenSea
Quadriga
Robinhood
Tagomi Systems Inc.
Terra
Voyager Digital
Wintermute Ltd.

SCHEDULE 1(h)

Government, Taxing Authorities, and Regulatory Agencies

Alabama, State of, Attorney General
Alabama, State of, Department of Labor
Alabama, State of, Department of Revenue
Alaska, State of, Attorney General
Alaska, State of, Department of Labor &
Workforce Development
Alaska, State of, Department of Revenue
Arizona, State of, Attorney General
Arizona, State of, Department of Revenue
Arizona, State of, Industrial Commission
Arkansas, State of, Attorney General
Arkansas, State of, Department of Finance
& Administration
Arkansas, State of, Department of Labor
Bermuda Monetary Authority
California, State of, Attorney General
California, State of, Division of Labor
Standards Enforcement & the Office of
the Labor Commissioner
California, State of, State Board of
Equalization
Colorado, State of, Attorney General
Colorado, State of, Department of Labor &
Employment
Colorado, State of, Department of Revenue
Connecticut, State of, Attorney General
Connecticut, State of, Department of Labor
Connecticut, State of, Department of
Revenue Services
Delaware, State of, Attorney General
Delaware, State of, Department of Labor
Delaware, State of, Division of Revenue
Financial Action Task Force
Florida, State of, Attorney General
Florida, State of, Department of Revenue
Florida, State of, Division of Workforce
Services
Georgia, State of, Attorney General
Georgia, State of, Department of Labor
Georgia, State of, Department of Revenue
Hawaii, State of, Attorney General

Hawaii, State of, Department of Labor &
Industrial Relations
Hawaii, State of, Department of Taxation
Idaho, State of, Attorney General
Idaho, State of, Department of Labor
Idaho, State of, State Tax Commission
Illinois, State of, Attorney General
Illinois, State of, Department of Labor
Illinois, State of, Department of Revenue
Indiana, State of, Attorney General
Indiana, State of, Department of Labor
Indiana, State of, Department of Revenue
Iowa, State of, Attorney General
Iowa, State of, Department of Revenue &
Finance
Iowa, State of, Labor Services Division
Kansas, State of, Attorney General
Kansas, State of, Department of Labor
Kansas, State of, Department of Revenue
Kentucky, Commonwealth of, Attorney
General
Kentucky, Commonwealth of, Labor
Cabinet
Kentucky, Commonwealth of, Revenue
Cabinet
Louisiana, State of, Attorney General
Louisiana, State of, Department of Revenue
Louisiana, State of, Workforce Commission
Maine, State of, Attorney General
Maine, State of, Department of Labor
Maine, State of, Revenue Services,
Compliance Division
Maryland, State of, Attorney General
Maryland, State of, Department of Labor,
Licensing & Regulation
Massachusetts, Commonwealth of, Attorney
General
Massachusetts, Commonwealth of,
Department of Revenue
Massachusetts, Commonwealth of,
Executive Office of Labor & Workforce
Development

Massachusetts, Commonwealth of, Fair
Labor Division, Office of The Attorney
General
Michigan, State of, Attorney General
Michigan, State of, Department of Licensing
& Regulatory Affairs
Michigan, State of, Department of Treasury
Minnesota, State of, Attorney General
Minnesota, State of, Department of Labor &
Industry
Minnesota, State of, Department of Revenue
Mississippi, State of, Attorney General
Mississippi, State of, Department of
Employment Security
Mississippi, State of, Tax Commission
Missouri, State of, Attorney General
Missouri, State of, Department of Revenue
Missouri, State of, Labor & Industrial
Relations Commission
Montana, State of, Attorney General
Montana, State of, Department of Labor &
Industry
Montana, State of, Department of Revenue
National Association of Attorneys General
Nebraska, State of, Attorney General
Nebraska, State of, Department of Labor
Nebraska, State of, Department of Revenue
Nevada, State of, Attorney General
Nevada, State of, Department of Business &
Industry
Nevada, State of, Department of Taxation
New Hampshire, State of, Attorney General
New Hampshire, State of, Department of
Labor
New Hampshire, State of, Department of
Revenue - Administration Unit
New Jersey, State of, Attorney General
New Jersey, State of, Department of Labor
& Workforce Development
New Jersey, State of, Department of
Treasury
New Mexico, State of, Attorney General
New Mexico, State of, Department of
Taxation & Revenue
New Mexico, State of, Department of Work
Force Solutions

New York, State of, Attorney General
New York, State of, Department of
Financial Services
New York, State of, Department of Labor
New York, State of, Department of Taxation
& Finance Bankruptcy Section
North Carolina, State of, Attorney General
North Carolina, State of, Department of
Labor
North Carolina, State of, Department of
Revenue
North Dakota, State of, Attorney General
North Dakota, State of, Department of Labor
North Dakota, State of, Tax Department
Ohio, State of, Attorney General
Ohio, State of, Department of Commerce
Ohio, State of, Department of Taxation
Oklahoma, State of, Attorney General
Oklahoma, State of, Department of Labor
Oklahoma, State of, Tax Commission
Oregon, State of, Attorney General
Oregon, State of, Bureau of Labor &
Industries
Oregon, State of, Department of Revenue
Pennsylvania, Commonwealth of, Attorney
General
Pennsylvania, Commonwealth of,
Department of Labor & Industry
Pennsylvania, Commonwealth of,
Department of Revenue, Office of Chief
Counsel
Puerto Rico, Commonwealth of, Attn:
Bankruptcy Department
Puerto Rico, Commonwealth of, Department
of The Treasury
Rhode Island, State of, Attorney General
Rhode Island, State of, Department of Labor
& Training
Rhode Island, State of, Department of
Revenue
South Carolina, State of, Attorney General
South Carolina, State of, Department of
Labor, Licensing & Regulations
South Carolina, State of, Department of
Revenue
South Dakota, State of, Attorney General

South Dakota, State of, Department of Labor
& Regulation
South Dakota, State of, Department of
Revenue
Tennessee, State of, Attorney General
Tennessee, State of, Department of Labor &
Workforce Development
Tennessee, State of, Department of Revenue
Texas, State of, Attorney General
Texas, State of, Department of Revenue
Texas, State of, Workforce Commission
United States, Government of the, Attorney
General
United States, Government of the,
Commodities Futures Trading
Commission
United States, Government of the,
Department of Justice
United States, Government of the,
Department of Labor, Division of Labor
Standards Enforcement
United States, Government of the,
Department of the Treasury, Internal
Revenue Service
United States, Government of the,
Department of Treasury
United States, Government of the,
Department of Treasury, Office of
Comptroller of Currency
United States, Government of the,
Employment Services
United States, Government of the,
Environmental Protection Agency
Region 1 (CT, MA, ME, NH, RI, VT)
United States, Government of the,
Environmental Protection Agency
Region 10 (AK, ID, OR, WA)
United States, Government of the,
Environmental Protection Agency
Region 2 (NJ, NY, PR, VI)
United States, Government of the,
Environmental Protection Agency
Region 3 (DC, DE, MD, PA, VA, WV)
United States, Government of the,
Environmental Protection Agency

Region 4 (AL, FL, GA, KY, MS, NC,
SC, TN)
United States, Government of the,
Environmental Protection Agency
Region 5 (IL, IN, MI, MN, OH, WI)
United States, Government of the,
Environmental Protection Agency
Region 6 (AR, LA, NM, OK, TX)
United States, Government of the,
Environmental Protection Agency
Region 7 (IA, KS, MO, NE)
United States, Government of the,
Environmental Protection Agency
Region 8 (CO, MT, ND, SD, UT, WY)
United States, Government of the,
Environmental Protection Agency
Region 9 (AZ, CA, HI, NV)
United States, Government of the, Pension
Benefit Guaranty Corp.
United States, Government of the, Securities
and Exchange Commission
Utah, State of, Attorney General
Utah, State of, Labor Commission
Utah, State of, Department of Revenue
Vermont, State of, Attorney General
Vermont, State of, Department of Labor
Vermont, State of, Department of Taxes
Virginia, Commonwealth of, Attorney
General
Virginia, Commonwealth of, Department of
Labor & Industry
Virginia, Commonwealth of, Department of
Revenue
Washington, D.C., Attorney General
Washington, D.C., Department of
Employment Services
Washington, D.C., Office of Tax & Revenue
Washington, State of, Attorney General
Washington, State of, Department of Labor
& Industries
Washington, State of, Department of
Revenue, Taxpayer Account
Administration
West Virginia, State of, Attorney General
West Virginia, State of, Division of Labor

West Virginia, State of, Department of
Revenue

Wisconsin, State of, Attorney General

Wisconsin, State of, Department of
Workforce Development

Wisconsin, State of, Department of
Revenue, Customer Service Bureau

Wyoming, State of, Attorney General

Wyoming, State of, Department of
Workforce Service

Wyoming, State of, Department of Revenue

SCHEDULE 1(i)

Indenture Trustee

Ankura Trust Co. LLC

SCHEDULE 1(j)

Insurance

ACE American Insurance Co.
Arch Insurance Co.
Atlantic Specialty Insurance Co.
AXA XL Specialty Insurance Co.
AXIS Insurance Co.
Beazley Group
Berkley Insurance Co.
Berkshire Hathaway Specialty Insurance
Berkshire
Endurance American Insurance Co.
Illinois National Insurance Co.
Princeton Excess & Surplus Lines Insurance Co., The
Relm Insurance Ltd.
Scottsdale Insurance Co.
Tokio Marine HCC
Westchester Surplus Lines Insurance Co.

SCHEDULE 1(k)

Joint Provisional Liquidators

EY Bermuda Ltd.
EY Cayman Ltd.
[Confidential]

SCHEDULE 1(l)

JV Partners

VCV Digital Infrastructure Alpha LLC

SCHEDULE 1(m)

Litigation Counterparties

Core Scientific
ED&F Man Capital Markets Inc.
Emergent Fidelity Technologies Ltd.
Lake Kentish & Bennett Inc.
Luna
Pulsar Global Ltd.
Quantuma Advisory Ltd.
[Confidential]

SCHEDULE 1(n)

Loan Counterparties

Akuna Digital Assets LLC
Alameda Research Ltd.
Altana Strategy 1
Auros Tech Ltd.
BK Offshore Fund Ltd.
Core Scientific
Cumberland DRW LLC
Druk Holding & Investments Ltd.
Elevated Returns LLC
Fasanara Investments SCSp
Flow Traders BV
Galaxy Digital LLC
GoldenCoin Cayman LLC
GoldenCoin LLC
HRTJ Ltd.
JSCT Cayman
Kenetic Holdings Ltd.
Lakeside Trading LLC
Mountain Cloud Global Ltd.
Noom Ltd.
Payward Inc.
POINT95 Global (Hong Kong) Ltd.
Portofino Technologies AG
PrimeBlock Operations LLC
QED Capital LLC
VCV Digital Infrastructure Alpha LLC
Virtu Financial Singapore Pte. Ltd.
[Confidential]

SCHEDULE 1(o)

Non-Debtor Professionals

Boyle & Valenti Law PC

Gibbons PC

Gorski & Knowlton PC

Hogan Lovells US LLP

McElroy Deutsch Mulvaney & Carpenter LLP

Morgan Lewis & Bockius LLP

Quinn Emanuel Urquhart & Sullivan LLP

Severson & Werson PC

SCHEDULE 1(p)

Notice of Appearance Parties

[Confidential]

SCHEDULE 1(q)

Ordinary Course Professionals

Advokatfirmae Schjodt AS
Allen & Overy LLP
Bradley Arant Boult Cummings LLP
Brody & Browne LLP
CFG, LLC
CohnReznick LLP
Conyers Dill & Pearman LLP
Covington & Burling LLP
CrowdStrike Inc.
Davis Polk & Wardwell LLP
Deloitte & Touche LLP
Deloitte Tax LLP
Details Management Ltd.
Downs Rachlin Martin PLLC
Germano Law LLC
Gunderson Dettmer Stough Villeneuve
Franklin & Hachigian LLP
Hodgson Russ LLP
Hogan Lovells International LLP
Holland & Knight LLP
Intralinks Inc.
Johnson Gardiner, Attorneys At Law
Katten Muchin Rosenman LLP
King & Spalding LLP
KPMG LLP
Linklaters LLP
Linklaters Singapore Pte. Ltd.
Littler Mendelson PC
Locke Lord LLP
Manatt Phelps & Phillips LLP
Maynard Cooper & Gale PC
McAfee & Taft, a Professional Corp.
McLeod Law LLP
Mintz Levin Cohn Ferris Glovsky & Popeo
PC
Morris Nichols Arsht & Tunnell LLP
North River Global LLC
Osler Hoskin & Harcourt LLP
Pensionmark Financial Group LLP
Perkins Coie LLP
PKF O'Connor Davies LLP
Rath Young & Pignatelli PC

Richards & Co.
Rose Law Firm
Schjodt LLP
Simmons & Simmons LLP
Starn O'Toole Marcus & Fisher
Stikeman Elliott LLP
Stoll Keenon Ogden PLLC
Sullivan & Cromwell LLP
Taller Technologies
Walkers (Bermuda) Ltd.
Ward & Smith PA
White & Case LLP
Willis Towers Watson PLC
Y Partners

SCHEDULE 1(r)

Potential M&A Transaction Counterparties

[Confidential]

SCHEDULE 1(s)

Significant Clients

[Confidential]

SCHEDULE 1(t)

Significant Vendors

Accertify Inc.	DHL
Accuity Inc.	DigiCert Inc.
Airbase Inc.	Docker Inc.
Airgas Inc.	Donnelley Financial Solutions Inc.
Alder	Dovetail Digital Ltd.
Alteryx Inc.	Duco Tech Inc.
Amazon Web Services Inc.	DVORA
Amazon.com Inc.	Eden Network
Andco Consulting	Embroker Inc.
Aniket Ltd.	Evolve Bank & Trust
Aon (Bermuda) Ltd.	FedEx Corp.
Aon plc	Financial Conduct Authority
AT&T Inc.	Fireblocks Inc.
Atlassian Corp.	First & 42nd
Auth0 Inc.	Fly Over the City
BambooHR LLC	FTX Trading Ltd.
Bandalier Inc.	Gemini Trust Co.
BitGo Holdings Inc.	GitHub
Blockdaemon Inc.	Global PPL Pte. Ltd.
Blockstream Corp. Inc.	Google
Bloomberg Finance LP	Google Cloud
Brex Inc.	Google G Suite
C Street Advisory	Google Voice Inc.
Canon Inc.	Google Workspace
Capital Properties Inc.	GoTo Technologies USA Inc.
Carta Inc.	Grant Thornton LLP
CF Benchmarks Ltd.	Great-West Trust Co. LLC
Chainalysis Inc.	Hummingbird Regtech Inc.
Cloudflare Inc.	iConnections LLC
Cogency Global Inc.	Impact Tech Inc.
Cogent Communications Holdings Inc.	Irish Life
Coinbase Global Inc.	Iron Mountain Inc.
Coralisle Pension Services Ltd.	Ironclad
CrowdStrike Inc.	JAMF Software
Crown Castle Inc.	KISI Inc.
CSC	Microsoft Corp.
Culture Amp Inc.	Modern Treasury Corp.
Datadog Inc.	Monday.com Ltd.
Deel	Nest Workplace Pension Scheme
Delaware, State of, Franchise Tax	NMLS
Deserve Inc.	Nomics Inc.
Details Management Ltd.	NordVPN SA

Okta Inc.
Papaya Global Inc.
Paperless Inc.
Pensionmark Financial Group
Persona Inc.
Phinx Consultants
Phinx Consultants Group
Phinx/Fleet
Pulum Corp.
Quench USA Inc.
Regus plc
Round Robin App
Sage Intacct Inc.
Scratch
Scratch Services LLC
Slack Technologies LLC
Splunk Inc.
Stripe Inc.
Taller Technologies
TaxBit Inc.
Thomson Reuters - West
Tiger Consulting Ltd.
TriNet
TriNet Group Inc.
United States Postal Service
Unqork Inc.
UPS Store Inc., The
Visa Inc.
Visa USA Inc.
West Realm Shires Inc.
WeWork Nashville
Y Partners
Zapier Inc.
Zendesk Inc.
ZVI Brener Enterprises

SCHEDULE 1(u)

Top 50 Unsecured Creditors

Ankura Trust Co. LLC, as Trustee for the
Indenture dated as of February 28, 2022
United States, Government of the, Securities
& Exchange Commission
Vrai Nom Investment Ltd.
West Realm Shires Inc.
[Confidential]

SCHEDULE 1(v)

US Trustee Personnel, Judges, and Court contacts for the District of New Jersey

Kaplan, Judge Michael B.
[Confidential]

SCHEDULE 1(w)

Utilities

AT&T
Cogent Communications
Crown Castle
Paperless Inc.

[Redacted]*
[Redacted] *
[Redacted]*
[Redacted]
[Redacted]*
[Redacted]
[Redacted]

Top 50 Unsecured Creditors

Securities and Exchange Commission (SEC)

Non-Debtor Professionals

Quinn Emanuel Urquhart & Sullivan*

Utilities

AT&T

Significant Vendors

Amazon
Amazon Web Services
AON
AON (BERMUDA) LTD.
AT&T
CANON
Coinbase
CROWDSTRIKE*
DHL
Fedex
FINANCIAL CONDUCT AUTHORITY*
GOOGLE
Grant Thornton LLP*
Iron Mountain
Microsoft
Papaya Global, Inc.
UPS Store*
USPS
Visa U.S.A. Inc.
WEWORK NASHVILLE
ZENDESK

Exchange / Marketplace

BitFinex
Coinbase
Nifty Gateway*
Voyager Digital

Government & Taxing Authorities

CALIFORNIA STATE BOARD OF
EQUALIZATION*
Commodities Futures Trading Commission
(CFTC)
ENVIRONMENTAL PROTECTION
AGENCY REGION 1 (CT, MA, ME,
NH, RI, VT)
ENVIRONMENTAL PROTECTION
AGENCY REGION 10 (AK, ID, OR,
WA)
ENVIRONMENTAL PROTECTION
AGENCY REGION 2 (NJ, NY, PR, VI)
ENVIRONMENTAL PROTECTION
AGENCY REGION 3 (DC, DE, MD,
PA, VA, WV)
ENVIRONMENTAL PROTECTION
AGENCY REGION 4 (AL, FL, GA, KY,
MS, NC, SC, TN)
ENVIRONMENTAL PROTECTION
AGENCY REGION 5 (IL, IN, MI, MN,
OH, WI)
ENVIRONMENTAL PROTECTION
AGENCY REGION 6 (AR, LA, NM,
OK, TX)
ENVIRONMENTAL PROTECTION
AGENCY REGION 7 (IA, KS, MO, NE)
ENVIRONMENTAL PROTECTION
AGENCY REGION 8 (CO, MT, ND,
SD, UT, WY)
ENVIRONMENTAL PROTECTION
AGENCY REGION 9 (AZ, CA, HI, NV)
MICHIGAN DEPARTMENT OF
TREASURY
NEW YORK DEPARTMENT OF LABOR*
Pension Benefit Guaranty Corporation*
STATE OF ALABAMA ATTORNEY
GENERAL ATTN: BANKRUPTCY
DEPARTMENT
STATE OF ARIZONA ATTORNEY
GENERAL ATTN: BANKRUPTCY
DEPARTMENT
STATE OF CALIFORNIA ATTORNEY
GENERAL ATTN: BANKRUPTCY
DEPARTMENT

STATE OF GEORGIA ATTORNEY
GENERAL ATTN: BANKRUPTCY
DEPARTMENT
STATE OF HAWAII ATTORNEY
GENERAL ATTN: BANKRUPTCY
DEPARTMENT
STATE OF ILLINOIS ATTORNEY
GENERAL ATTN: BANKRUPTCY
DEPARTMENT
STATE OF MARYLAND ATTORNEY
GENERAL ATTN: BANKRUPTCY
DEPARTMENT
STATE OF MASSACHUSETTS
ATTORNEY GENERAL ATTN:
BANKRUPTCY DEPARTMENT*
STATE OF MICHIGAN ATTORNEY
GENERAL ATTN: BANKRUPTCY
DEPARTMENT
STATE OF MISSISSIPPI ATTORNEY
GENERAL ATTN: BANKRUPTCY
DEPARTMENT*
STATE OF MISSOURI ATTORNEY
GENERAL ATTN: BANKRUPTCY
DEPARTMENT

STATE OF NEW YORK ATTORNEY
GENERAL ATTN: BANKRUPTCY
DEPARTMENT*
STATE OF NORTH CAROLINA
ATTORNEY GENERAL ATTN:
BANKRUPTCY DEPARTMENT
STATE OF OHIO ATTORNEY GENERAL
ATTN: BANKRUPTCY
DEPARTMENT
STATE OF UTAH ATTORNEY
GENERAL ATTN: BANKRUPTCY
DEPARTMENT*
STATE OF VERMONT ATTORNEY
GENERAL ATTN: BANKRUPTCY
DEPARTMENT
STATE OF WASHINGTON ATTORNEY
GENERAL ATTN: BANKRUPTCY
DEPARTMENT*
United States Attorney
UNITED STATES OF AMERICA
ATTORNEY GENERAL ATTN:
BANKRUPTCY DEPARTMENT
US Department of Justice
Securities and Exchange Commission (SEC)